

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**AUSTRALIAN BUSINESS DEFENCE INDUSTRY UNIT**  
**AND**  
**NEW ZEALAND DEFENCE INDUSTRY ASSOCIATION**

This Memorandum of Understanding (MOU) is developed by the following organisations to cover collaboration on issues associated with defence industry in the respective countries, namely

- Australian Business Defence Industry Unit (ABDIU) of 216 Northbourne Ave, Braddon, Australian Capital Territory (ACT), 2612, Australia, a unit within the New South Wales Business Chamber (NSWBC) of 140 Arthur Street, North Sydney, NSW, 2060 (ABN 63 000 014 504); and
- New Zealand Defence Industry Association, Incorporated, (NZDIA) of PO Box 40 797, Upper Hutt, 5040, New Zealand

hereafter known collectively as “the Parties” or singularly as a “Party”.

**Recitals**

1. ABDIU is a membership organisation based in Canberra, ACT and assists its members maximise their business potential in the Australian defence industry space through advocacy, market information and assistance in providing relevant products and services for the defence and broader national security markets in Australia and overseas;
2. ABDIU conducts a range of events for members and non-members covering defence and national security topics, with an emphasis on providing relevant information for defence industry;
3. NZ DIA is a membership organisation whose principal aim is to provide a facility to enhance the sharing of information and development of co-operative ventures between members, with the overall aim of enhancing members' business activity;
4. NZ DIA provides market and other information to members for general defence opportunities as well as specific projects;
5. NZ DIA provides networking opportunities for member companies and encouragement to form liaisons and joint ventures where their particular skills are complementary;
6. NZ DIA acts as a lobby group where matters of concern to members are considered by the NZ Government or any of its agencies; and
7. The Parties are interested in collaboration for the mutual benefit of the members of both organisations.

In view of the recitals above the Parties agree that:

## GENERAL and MEMBERSHIP

1. Each Party will become a non-financial (Alliance member for ABDIU, Liaison member for NZDIA) of the other.
2. Each Party will make reference to the other Party on their website, host the other Party logo and provide a link to the other Party website.
3. No other membership benefits will accrue other than explicitly stated herein.

## INFORMATION

4. Each Party will add the Other Party to the distribution list for information. Any information received in this way may be redistributed to members, subject only to honouring any restrictions placed by the other Party on the distribution of its provided information.
5. The ABDIU agrees that the information distributed through its weekly tender bulletins and monthly newsletter can be on-distributed by NZDIA to NZDIA members either:
  - a. As a complete, unchanged package, or
  - b. As a precis within NZDIA correspondence provided that reference to the ABDIU as the initiating organisation is made.

## EVENTS

6. NZDIA members will have access to ABDIU events under the following conditions and circumstances:
  - a. Luncheon Briefings at ABDIU Alliance member rates;
  - b. Corporate Roundtable events on an invitation-only basis; and
  - c. Focus Groups/Workshops on an invitation-only basis
7. In the event that the ABDIU conducts a Corporate Roundtable or Focus Group/Workshop with a senior official from the New Zealand Ministry of Defence or the New Zealand Defence Force, the ABDIU will provide an invitation to the NZDIA to attend.
8. ABDIU members will have access to NZDIA events under the following conditions and circumstances:
  - a. NZ DIA member meetings will be open to ABDIU members, at the Member rate should there be a charge for such meetings;
  - b. ABDIU corporate members may attend the annual Defence Industry Forum at NZ DIA Member rates.

## MEETINGS

9. The Parties will endeavour to meet annually to discuss the working of this MOU and other developments within their respective Defence environments.

## COSTS

10. The Parties will be individually liable for their costs incurred in implementing this MOU.

## OTHER

11. Nothing in this MOU implies any contractual or other arrangement between the Parties.

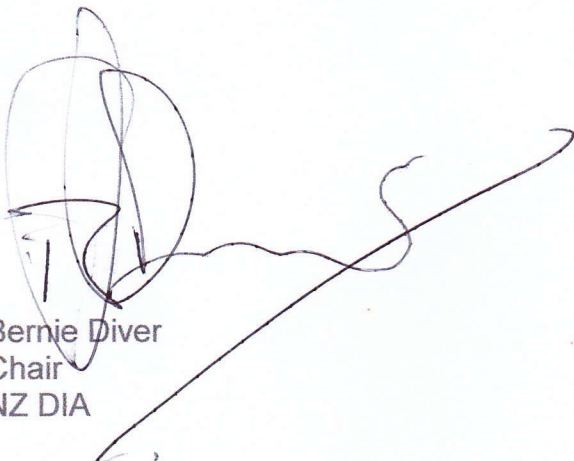


12. The Parties agree to uphold the confidentiality of information provided by one Party to the other, provided that:
- a. The provided information is clearly identified as being of a confidential nature,
  - b. The information is not already in the public domain, or
  - c. The information is not required to be provided to Government authorities under appropriate legal documentation.
13. Nothing in this MOU implies any exclusivity on the Parties with respect to entering other arrangements with similar or other partners.


#### NOMINATED PERSONNEL

14. Personnel nominated to receive correspondence under this MOU are as follows:
- a. For ABDIU – Graeme Dunk, Manager ABDIU
  - b. For NZDIA – Fraser Boyd, Administration Manager NZDIA

Signed at Wellington, New Zealand on 13<sup>th</sup> November, 2013 by



Bernie Diver  
Chair  
NZ DIA



Graeme Dunk  
Manager,  
ABDIU